

ADDENDUM

WHEREAS, THE ORASA GROUP, INC., (hereinafter referred to as the "Company") and **Industrial Technical and Professional Employees Union, AFL-CIO** (hereinafter referred to as the "Union") have entered into a Collective Bargaining Agreement on **August 01, 2000** and;

WHEREAS, the union has been duly designated by the Company's non-supervisory employees at **Hurlburt Field, FL** as their collective bargaining representative and;

WHEREAS, the aforementioned National Agreement provides for the Company and the Union to negotiate wages and fringe benefits for each facility covered thereby and to enter into an Addendum setting forth these economic terms,

NOW THEREFORE, it is hereby as follows:

WAGES

	<u>CURRENT</u>	<u>EFFECTIVE FEBRUARY 1, 2001</u>
Cashier	\$7.07	\$ 7.19
Food Sanitation Specialist	\$6.91	\$ 7.06
Cook I	\$9.68	\$ 9.83
Cook II	\$8.61	\$ 8.76

Employees who work a majority of their hours between 6:00 P.M. and 5:00 A.M. daily, shall each receive twenty cents (\$0.20) per hour worked shift differential pay, in addition to their regular hourly rate of pay.

HEALTH & WELFARE

CURRENT:

The Company shall contribute to the ITPE Health and Welfare Plan the sum of **One Dollar and Sixty Three Cents (\$ 1.63) per hour** for all straight time hours worked plus all hours of paid vacation, holidays and sick leave, for each and every employee covered by this Agreement.

In executing this Agreement, the Company agrees to be bound by the terms and conditions of the Agreement and Declaration of Trust establishing the ITPE Health and Welfare Plan and any amendments duly adopted thereto.

The Company further agrees to be bound by all resolutions and other actions taken by the Board of Trustees of such Plan.

Contributions for Family or Medical Leave

The Company shall contribute **One Dollar and Sixty-Three Cents (\$ 1.63) per hour** to the ITPE Health and Welfare Fund on behalf of any employee who is on a family or medical leave of absence under the Family and Medical Leave Act.

In order to be eligible for such contributions, an employee must have worked for the Company or its predecessor at the Base for a total of at least twelve (12) months and for at least 1,250 hours in the twelve (12) month period preceding the period of family or medical leave.

In no event shall contributions for family or medical leave exceed a period of twelve (12) weeks per employee in any calendar year. The hours of contributions for each week of family or medical leave shall be calculated by determining the average weekly hours worked by the employee during the twelve (12) week period preceding family or medical leave, including all hours during said period of paid vacation, holiday and/or sick leave.

EFFECTIVE FEBRUARY 1, 2001:

The Company shall contribute to the ITPE Health and Welfare Plan the sum of **One Dollar and Ninety-two Cents (\$ 1.92) per hour** for all straight time hours worked plus all hours of paid vacation, holidays and sick leave, for each and every employee covered by this Agreement.

In executing this Agreement, the Company agrees to be bound by the terms and conditions of the Agreement and Declaration of Trust establishing the ITPE Health and Welfare Plan and any amendments duly adopted thereto.

The Company further agrees to be bound by all resolutions and other actions taken by the Board of Trustees of such Plan.

Contributions for Family or Medical Leave

The Company shall contribute **One Dollar and Ninety-two Cents (\$ 1.92) per hour** to the ITPE Health and Welfare Fund on behalf of any employee who is on a family or medical leave of absence under the Family and Medical Leave Act.

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In no event shall contributions for family or medical leave exceed a period of twelve (12) weeks per employee in any calendar year. The hours of contributions for each week of family or medical leave shall be calculated by determining the average weekly hours worked by the employee during the twelve (12) week period preceding family or medical leave, including all hours during said period of paid vacation, holiday and/or sick leave.

SICK LEAVE

CURRENT AND EFFECTIVE:

SECTION A.

All employees shall receive paid sick leave benefits accruable on the basis of **one (1) day of sick leave per each two-(2) months worked (six (6) days per year)**. However, no employee shall be considered to have accrued any sick leave benefits until the employee has worked ninety (90) days.

SECTION B.

All accrued unused sick leave benefits shall be paid to all eligible employees in cash at the end of each Government contract period, or when the employee leaves the company's employ, whichever comes first.

SECTION C.

No employee shall be eligible for paid sick leave until they have accrued a minimum of one (1) day. Any employee who voluntarily resigns from the employment of the company and having accrued less than one (1) day of sick leave, shall not be entitled to sick leave pay.

SECTION D.

Upon applying for paid sick leave benefits, an employee may be required to furnish the company with a signed, bona-fide physician's statement attesting to the employee's physical condition and duty status.

SECTION E.

It shall be a condition of qualifying for paid sick leave benefits that an employee call either their immediate supervisor or company representative within a reasonable amount of time prior to their regular scheduled work period, advising of their intention to take sick leave, in order that the company may obtain a temporary replacement.

PENSION

CURRENT AND EFFECTIVE:

The Company shall contribute to the ITPE Pension Plan the sum of **forty-five cents (\$.45) per hour** for all hours worked by each and every employee covered by this Agreement, as well as for all hours ~~for paid vacation, holidays and sick leave, but shall not exceed forty (40) hours in any one week.~~

In executing this Agreement, the Company agrees to be bound by the terms and conditions of the Agreement and Declaration of Trust establishing the ITPE Pension Plan and the terms and conditions of the ITPE Pension Plan created thereunder. Receipt of both documents is hereby acknowledged.

In addition, the Company agrees to be bound by any amendments to the aforesaid Agreement and Declaration of Trust and Plan, together with all resolutions and other actions duly adopted by the Board of Trustees of the ITPE Pension Fund.

UNIFORMS

CURRENT AND EFFECTIVE:

The contractor shall furnish all employees an adequate number of uniforms, minimum of two (2), without cost to the employee. When such uniforms furnished are made of "wash and wear" material and may be routinely washed and dried with other personal garments and do not require any special treatment such as dry cleaning or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs. **However, in instances where "wash and wear" uniforms are not furnished, all employees shall be entitled to an allowance of twelve cents (\$.12) per hour worked (not to exceed forty (40) hours per week) for such laundering and maintaining company furnished uniforms.** Worn out, faded uniforms not deemed appropriate to meet required standards, shall be exchanged or replaced as necessary without cost to the employee.

VACATIONS

CURRENT AND EFFECTIVE:

One (1) week paid vacation after one (1) year and one (1) day of service with a contractor or successor.

Two (2) weeks paid vacation after two (2) years and one (1) day of service with a contractor or successor.

Three (3) weeks paid vacation after five (5) years and one (1) day of service with a contractor or successor.

Length of service includes the whole span of continuous service with the present (successor) contractor, wherever employed, and with predecessor contractors in the performance of similar work at the same Federal facility.

Vacations will not be accumulated from year to year, not taken back to back. If the Company consents, the employee may elect not to take his vacation, in which case he will receive pay in lieu thereof, on the anniversary date of his employment. The employee may take his vacation in more than one segment with the consent of the Company.

Vacations will be granted at times most desired by employees in order of their seniority within their work shifts, but the final right as to allotment and scheduling of vacation periods is reserved to the Company in order to assure the orderly operation of its business. Except in case of emergency, a vacation period once assigned will not be cancelled by the Company except with agreement of the employee.

Temporary layoffs or leaves of absence during the year will not interrupt the continuity of service for the purpose of eligibility for vacation, and shall be counted toward the required year for each vacation period.

HOLIDAYS

CURRENT AND EFFECTIVE:

New Year's Day
Martin Luther King JR's Birthday
Washington's Birthday
Memorial Day
Independence Day

Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Christmas Day

With the Company's permission, an employee may substitute their birthday in lieu of one of the holidays listed above.

Every employee will be compensated for the above holidays. In computing the number of hours for which an employee is entitled to compensation, the proportion which the average number of hours worked by an employee during the preceding normal work week bears to forty (40) hours shall be applied to eight (8) hours to determine the number of paid hours said employee is entitled to receive. For example, if an employee worked thirty (30) hours during the normal work week preceding the holiday week, his holiday pay would be computed by $\frac{3}{4}$ ($\frac{30}{40}$) of eight (8) hours and multiplying the resulting six (6) hours by his hourly base rate of pay.

Any work performed on a holiday will be paid at the employee's regular rate of pay in addition to the holiday pay. If any of the named holidays fall on a non-working day, the employees shall either observe the holiday on the following working day or shall receive pay for their average number of hours normally worked in lieu of the observance above their normal compensation for work performed.

When the Company requires work on any shift on a holiday, it shall post a notice of such requirement at least seven (7) days prior to that holiday. Said notice shall provide space for the signatures of volunteers for such work. If enough volunteers sign said notice within three (3) days, the Company shall select qualified employees to protect the work to be performed in reverse seniority; however, if too many volunteer, the Company will select qualified employees to protect the work in order of seniority to perform the work.

In order for an employee to qualify for a paid holiday, they must have worked their regularly scheduled workday immediately proceeding the holiday unless excused by reason of illness.

BEREAVEMENT LEAVE

CURRENT AND EFFECTIVE:

In the instance of the death of a member of the immediate family of an employee, occurring after the completion of the employee's probationary period, the Company will grant a paid leave of **not more than three (3) days** to enable such employee to attend the funeral and otherwise assist in arrangements pertaining to the burial of a member of the family.

A days pay will consist of the employee's regular base rate for the hours scheduled for the time during which the bereavement leave occurs and shall be applicable only to days within his regular work week.

The term "**immediate family**" as used herein is defined as consisting of the following members only:

MOTHER, FATHER, SPOUSE, CHILDREN AND SIBLINGS,

Employees entitled to bereavement leave under this Article shall not receive such benefits unless they give reasonable notice to the Company prior to taking time off for bereavement leave. The employee must have completed the probationary period set forth herein.

JURY DUTY

CURRENT AND EFFECTIVE:

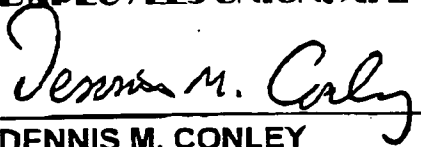
Should an employee be summoned to serve on a jury on their regular scheduled work day they shall be paid the difference between the amount they receive for jury duty and their usual rate of pay.

In order to be eligible for this compensation, the employee shall furnish to the employer a written statement from the Clerk of Court showing that they were summoned and also the amount received for jury duty.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 17 day of JAN, 2001.

FOR THE UNION:

**INDUSTRIAL TECHNICAL AND PROFESSIONAL
EMPLOYEES UNION, AFL-CIO**


DENNIS M. CONLEY
Representative

FOR THE COMPANY:

**THE ORASA GROUP,
INC.**


VANIDA JARIYATEPTHAVON
President



ITPEU (AFL-CIO)

Affiliated with District No. 1 PCD-MEBA

ITPEU (AFL-CIO)

2222 Bull St., Suite 200, Savannah, GA 31401

P.O. Box 22699, Savannah, GA 31403

912-232-6181

Facsimile: 912-232-5982

February 7, 2001

Ms. Ann Osteen, Contracting Officer
Base Contracting Division
350 Tully Street
Hurlburt Field, FL. 32579

RE: HURLBURT FIELD, FL. (F.S.)

Dear Ms. Osteen,

Enclosed please find an executed copy of the updated Addendum and Collective Bargaining Agreement between Industrial Technical and Professional Employees Union, AFL-CIO AND The Orasa Group, covering the Food Service Employees at the above referenced installation. This document sets forth the negotiated wages and fringe benefits for the next contract period effective **February 1, 2001**.

It is requested a Standard Form 98 be issued to the Department of Labor with a copy of this Agreement, requesting an amended Wage Determination in accordance with Section 4© of the Service Contract Act.

Please provide this office with a copy of the SF98, or the number of said form and date submitted.

Thanking you for your cooperation in this matter, I am

Sincerely,

Dennis M. Conley
Representative

DMC:br

Enclosures

CERTIFIED RETURN RECEIPT # 7099 3400 0021 1253 3490

John Conley, President

John Brenton, III, Secretary/Treasurer

Elwood Hampton, Vice President

T.(Ruthie) Jones, Vice President

Mary Williams, Vice President



ITPEU (AFL-CIO)

Affiliated with District No. 1 PCD-MEBA

ITPEU (AFL-CIO)

2222 Bull St., Suite 200, Savannah, GA 31401

P.O. Box 22699, Savannah, GA 31403

912-232-6181

Facsimile: 912-232-5982

DATE: February 7, 2001 BRANCH OFFICE: SAVANNAH, GA

TELEPHONE: (912) 232-6181

1. CONTRACTOR: THE ORASA GROUP, INC.
2. CONTRACT SITE: HURLBURT FIELD, FLORIDA
3. STATE: FL COUNTY: Okaloosa CITY:
4. TYPE OF SERVICE: Food Service
5. EFFECTIVE DATE OF CBA: February 1, 2001-January 31, 2000
6. DATE FORWARDED TO CONTRACTING OFFICER: 02/07/2001
7. DATE SENT TO WASHINGTON OFFICE: 02/07/2001
8. CURRENT WAGE DETERMINATION NO: 80-0679 Rev 11, 02/25/97
9. STANDARD FORM 98 NUMBER:
10. GOVERNMENT CONTRACT PERIOD: February 1, 2001
11. EFFECTIVE DATE OF BENEFITS: February 1, 2001
12. REQUEST THAT U.S. DEPARTMENT OF LABOR WAGE AND HOUR DIVISION REMIT A COPY OF THE APPROPRIATE WAGE DETERMINATION AND STANDARD FORM 98, TO "ITPEU, AFL-CIO" IN WASHINGTON, D.C.
13. ADDITIONAL COMMENTS:

John Conley, President

John Brenton, III, Secretary/Treasurer

Elwood Hampton, Vice President

T.(Ruthie) Jones, Vice President

Mary Williams, Vice President

AGREEMENT

BETWEEN

ITPEU, AFL-CIO

AND

THE ORASA GROUP

EFFECTIVE DATE: February 1, 2001
January 31, 2003

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PREAMBLE

THIS AGREEMENT is entered into by and between THE ORASA GROUP, INC., hereinafter referred to as the "Company", and ITPEU, AFL-CIO, hereinafter referred to as the "Union", as representative of all non-supervisory employees, in the mutual interest of the employees and the Company to promote and further the efficiency and economy of operations, to provide orderly collective bargaining relations, a method for the prompt and equitable disposition of grievances, and a method for the establishment of fair wages, hours and working conditions for the employees covered hereunder. In making this Agreement, it is recognized to be the duty of the parties to cooperate fully with each other, both individually and collectively, for the advancement of the purposes of this Agreement.

This Agreement supersedes any and all prior Agreements between the Company and the Union.

ARTICLE I - UNION RECOGNITION

Section A.

The Company hereby recognizes the Union as the sole bargaining agent for all of its Food Service employees at Hurlburt Field, FL., hereinafter referred to as the Base.

Section B.

Whenever the words "employee" or "employees" are used in this Agreement, they designate only such employees as are covered by this Agreement. Whenever in this Agreement employees or jobs are referred to in the male gender, it will be recognized as referring to both male and female employees.

Section C.

It is understood by this Section that the parties hereto shall not use any leasing or subcontracting device to evade the terms of this Agreement. The Company shall give a copy of this Agreement to the Contracting Officer at every Base where this Agreement is applicable.

ARTICLE II - UNION SECURITY AND MEMBERSHIP

Section A.

It shall be a condition of employment that all employees of the Company covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing and those who are not members on the effective date of this Agreement, shall on or after the thirtieth (30th) day following the effective date of this Agreement or the execution date, whichever comes later, become and remain members in good standing of the Union. It shall be a condition of employment that all employees of the Company covered by this Agreement and hired on or after its effective date or execution date, whichever comes later, shall on or after the thirtieth (30th) day following the beginning of such employment become and remain members in good standing of the Union.

Section B.

Union Shop Provision to take effect if prohibition law invalidated.

The provisions of Article II, Section A, shall be deemed to be of no force and effect in any state whose law governs this contract to the extent to which the making or enforcement of such provisions is contrary to statutes, constitutional amendment or the law of such state, provided, however, that whenever any such court of last resort having jurisdiction of such questions finds the state law to be invalid or inapplicable, the provisions of Section A above shall immediately thereupon be deemed to cover the bargaining unit or employees directly affected by such declaration of invalidity.

Section C.

If the provisions of Article II, Section A shall be deemed to be of no force and effect, the following shall govern: Employees who are members of the Union on the date of execution of this Agreement, and employees who join the Union subsequent to the execution hereof, shall maintain their membership in the Union as a condition of employment during the term thereof.

Section D.

The Company will deduct from the wages of any employee covered by this agreement said employee's dues as a member of the Union upon receiving the employee's voluntary and individual written authorization for the Company to make such deductions, signed by the employee. Such authorization form shall be provided by the Union. The Company will pay over to the proper officer of the Union the wages withheld for such initiation fees and dues. The remittance shall be accompanied by a list showing individual names, social security numbers, dates hired and amounts deducted. The total remittances are to be made not later than fifteen (15) days after deduction. The Union shall advise the Company of the amount of the initiation fees and dues and the manner in which same shall be deducted. The amount so withheld, less any amounts due to any improper withholding, shall be reported to the Union monthly.

Section E.

Payment for membership dues shall not be required as a condition of employment during leaves of absence without pay in excess of thirty (30) days or during period of permanent transfer to a classification not covered by this Agreement.

Section F.

In the event of termination of employment, there shall be no obligation upon the Company to collect dues until all other deductions have been made.

Section G.

The Company will make available to the Union a list of newly hired and terminated employees covered by this agreement. Such lists will be prepared monthly and will show the Name, Social Security number, address, job classification and hire or termination date of such employees who were hired or terminated during the month for which the list is prepared.

Section H.

The Company shall notify the Union of all job openings within the unit covered by this Agreement. The Union may refer applicants for such openings. In interviewing and hiring for such job openings, the Company will not discriminate against any applicant referred by the Union. Nothing in this contract, however, shall be construed to create an exclusive hiring hall arrangement, and the Company shall at all times be free to advertise and list said job openings from any sources available to the Company,

including, but not limited to, employees employed by the Company at other locations of the Company or its franchisees not covered by this Agreement.

Section I.

The Company shall be the judge of the qualifications of its employees, but shall give full consideration, without prejudice to the members of the Union, provided that they have the necessary qualifications.

Section J.

The Union agrees to indemnify and save the Company harmless against any claim, suits, judgements or liabilities of any sort whatsoever arising out of the Company's compliance with the provisions of this Union Security and Membership Article.

ARTICLE III - EQUAL OPPORTUNITY

Section A.

In accordance with the established policy of the Company and the Union, the provisions of this Agreement will apply equally to all employees hereunder, regardless of sex, color, age, race, creed or national origin. The Company and the Union also recognize the desirability of implementing a national policy of providing equal opportunity to all persons and agree to work actively toward the implementation of that policy.

Section B.

There will be no discrimination against any employee on account of membership in, or activity on behalf of, the Union.

ARTICLE IV - ACCESS TO UNIT

Duly authorized representatives of the Union shall be permitted to investigate the standing of all employees and investigate conditions to see that the agreement is being enforced, provided that no interview shall be held during rush hours, or unreasonably interrupt the duties of the employee. The Company shall be notified by the Union Representative before he shall take action with persons involved. If the Employer is absent, the representative of the Union shall contact the person in charge of the shift and inform him of the circumstances. The Employer and the Union representative shall conduct themselves in such manner as to carry out the intent and spirit of this section.

ARTICLE V - PROBATIONARY PERIOD

Section A.

Every new or rehired employee shall be on probation for the first sixty- (60) days of employment or re-employment.

Section B.

At any time during the probationary period, an employee may be discharged for any reason, and any such employee so discharged shall not have the right to file a grievance or have other recourse to the grievance procedure.

ARTICLE VI - SENIORITY

Section A.

It is agreed that the Company and the Union will meet for the purpose of establishing a seniority list for all employees employed in the unit at the time of the signing of the Agreement. Said seniority list will be based upon official records of the Union, of the company, its predecessors, and State and Federal Agencies, not later than fifteen (15) days prior to the expiration of the Company's contract covering the Base. The Company shall furnish the Union and the successor contractor a list of its current employees together with their dates of hire and the dates their last vacation pay was paid by the Company. The following Sections in this Article shall become applicable and shall be in force and effect upon the establishment of said seniority list. In establishing the initial seniority list for employees at the time of the signing of this Agreement, employees transferred to the Base covered by this Agreement shall receive seniority in accordance with their tenure of service with the Company or its franchise as the case may be, regardless of where such service was performed. Other employees transferred to the Base covered by this Agreement by the Company to fill vacancies shall likewise receive seniority in accordance with their tenure with the Company or its franchise, as the case may be, regardless of where such service was performed. Seniority shall for all purposes of this Article be on the basis of job classification.

Section B.

In the event that the Company finds it necessary to lay-off employees for any reason, other than disciplinary, such lay-offs shall be on the basis of job classification, i.e., the employee on duty in the establishment where the layoff occurs having the shorter period of continuous service with the Company shall be laid off before any other employee having a longer period of continuous service. The Company agrees to give preference to such laid off employees in re-employment. Senior employees shall have preference of full-time employment at all times if equal distribution of work is impossible. Senior employees may, however, exercise their seniority rights by taking a job in a lower classification.

Section C.

Employees shall have the right to select available work schedules by seniority in job assignments for which they are qualified. Each employee shall be given his work schedule.

Section D.

Except as otherwise provided in Section A of this Article, seniority shall be measured from the date of the employee's initial hire at the base with the Company or a predecessor employer engaged in providing similar services at the base, provided there has been no break in seniority under Section E of this Article.

Section E.

An employee shall lose his seniority upon his retirement, resignation or discharge for just cause. An employee will be considered to have resigned if he:

(1) fails to report to work on the day following expiration of an authorized leave of absence, unless failure to report is due to conditions recognized by the Company to be beyond the control of the employee and he reported such conditions as soon as possible;

(2) is on lay-off for a period exceeding one (1) year;

(3) is absent from work for two (2) consecutive work days without properly notifying the Company of the reason for absence even though the reason for such absence is beyond the control of the employee; or in any event, fails to report for work as scheduled without such reason;

(4) fails, while on layoff, upon notice from the Company that work is available, to report to the Company for work as soon as practicable, but not later than seven (7) work days and provided that the employee notifies the Company within three (3) days of such notice that he will return to work within the seven (7) day period.

The Company fulfills its obligation under this Section by sending notice by telegram or by certified letter to the last known address of the employee. It is the obligation of the employee to keep the Company informed of his current address and telephone number.

Section F.

An employee who has occupied a position with the Company covered by this agreement and who accepts a position with the Company in a classification not covered by this agreement will continue to accrue seniority for nine (9) months, after which period he shall retain his accumulated seniority, provided he remains in the employ of the employer.

ARTICLE VII - DISCIPLINE

No employee shall be discharged without just cause, and all dismissals will be subject to the grievance procedure and arbitration clause. All reprimands shall be in writing, with a copy given to the Shop Steward. Each reprimand shall be cancelled after one (1) year. Three (3) reprimands shall result in immediate dismissal. Theft, intoxication on the job, failure to perform work as directed, illegal use of drugs and showing disrespect to military personnel, shall result in immediate dismissal, regardless of the number of prior reprimands.

ARTICLE VIII - GRIEVANCE PROCEDURE

Section A.

A grievance is defined as a claim or dispute by the employer or employee or the Union concerning the interpretation or the application of this Agreement.

Section B.

All grievances must be presented in writing and filed and processed in accordance with the following exclusive procedure:

Step 1: The employee who has a grievance shall discuss it with the Project Manager either himself or through his steward. If the grievance is not settled in the Step 1 meeting, it may be appealed by the Union Representative to the Project Manager to Step 2 within five (5) days of the Step 1 meeting. Company grievances shall be processed beginning with Step 2.

Step 2: The Union Representative and the Project Manager will discuss the grievance. If the grievance is not disposed of to the satisfaction of the party filing the grievance at Step 2, the grievance may be appealed to Step 3 by the party or representative of the party filing the grievance by filing a written appeal to the opposing party within seven (7) days after Step 2.

Step 3: Within seven (7) days after the appeal of the opposing party, the parties (the Company represented by its designated representative and the Union represented by its designated representative) will attempt to settle the grievance. The party being complained against shall render the party's decision within five (5) days of such meeting. If the grievance is not disposed of to the satisfaction of the complaining party, the grievance may be appealed to arbitration by the party filing the grievance lodging a written appeal with the other party within ten (10) days of receipt of such written decision.

Section C.

A grievance involving discharge of an employee shall be brought directly to Step 2 and must be filed within five (5) days of discharge.

Section D.

A grievance not involving discharge shall be without effect unless filed in writing within seven (7) days from the date the complaining party discovered the facts or should have discovered the facts giving rise to the grievance.

Section E.

Stewards shall be afforded time off without loss of pay to investigate, discuss and present grievances. Such time shall be kept at a minimum.

Section F.

At any step of the grievance procedure, the Company or the Union may designate a substitute for the official designated herein other than persons who have previously participated in such grievance. The officially designated representative of either party may be accompanied by two (2) other persons at any Step of the procedure except Step 1. The parties may mutually agree that further representatives may be present.

Section G.

The time limits set forth in this Article may be extended mutually in writing. Time limits are exclusive of Saturday, Sunday and recognized holidays.

ARTICLE IX - ARBITRATION

Section A.

Within ten (10) days after the filing of the notice of the intent to submit the unsettled grievance to arbitration, the parties shall attempt to mutually select an impartial arbitrator. If the parties are unable to agree within five (5) days of that meeting upon the choice of an arbitrator, they shall request the Federal Mediation and Conciliation Service to submit a list of five (5) persons qualified to act as the impartial arbitrator. A representative of the Company and a representative of the Union shall meet within five (5) days of the receipt of the list and shall alternately strike two (2) names from the list, the party to strike first to be selected by lot. The fifth (5th), remaining person shall thereupon be selected as the impartial arbitrator.

Section B.

Within ten (10) days after the selection of the arbitrator, the parties shall enter into a submission agreement, which shall clearly state the arbitrable issue or issues to be decided. If the parties are unable to agree on a joint statement of the arbitrable issue or issues to be decided

by the arbitrator, the submission shall contain the written grievance and the disposition of the same with the notation that the parties could not agree upon a submission agreement.

Section C.

During the hearing, each party shall have full opportunity to present evidence and argument, both oral and documentary. The impartial arbitrator will render his finding and award in writing within fifteen (15) calendar days after the conclusion of the hearing. The decision of the impartial arbitrator shall be final and binding. The impartial arbitrator shall have no authority to modify, amend, revise, add to or subtract from any of the terms or conditions of this Agreement.

Section D.

The fees of the arbitrator and necessary expenses, including transcript, if desirable, of any arbitration proceeding shall be borne equally by the Company and the Union except that each party shall pay the fees of its own counsel or representative. If an employee witness is called by the Company, the Company will reimburse him for time lost at his regular straight time base rate. If an employee witness is called by the Union or if an employee-grievant is present at the hearing, the Union will reimburse such personnel for time lost.

ARTICLE X - MILITARY LEAVE

Section A.

Employees entering the military or naval service, Red Cross, or other combat relief service or conscripted civil service of the United States during the life of this Agreement will be placed on military leave of absence in accordance with the provisions of the Universal Military Training and Service Act, and will retain their seniority while in such service and be returned to their former positions upon honorable discharge from service, provided they are physically and mentally capable of working.

Section B.

An employee who is a member of a military reserve unit and who is required to participate in active training will be granted a leave of absence without pay for the period of such training duty, not to exceed thirty (30) days in any year.

Section C.

An employee applying for leave under this Article will give the Company at least five (5) working days notice prior to reporting date, if possible.

ARTICLE XI - LEAVE OF ABSENCE

Section A.

Employees are entitled to leaves of absence not exceeding one (1) year for good cause. Such leave of absence may be granted for restoration of health, medical, dental, or other treatment, maternity leave, or employment by the Union, and shall not prejudice seniority status for purposes of layoffs and recalls.

Section B.

A leave of absence under this Section will not be considered employment time for seniority. For example, an employee works continuously for nine (9) months and is granted a thirty (30) day leave of absence without pay. When the employee returns to work, he has nine (9) months seniority and will be required to work three (3) more months in order to have one (1) year seniority.

Section C.

Upon return from a leave of absence, the employee will be returned to work for which he can qualify in his job classification on the basis of seniority.

Section D.

Any employee who engages in gainful employment without permission of the Company while on leave of absence shall be subject to discharge.

Section E.

All leaves of absence must be applied for in writing and, if granted, must be granted in writing by the Company.

Section F.

All leaves of absence shall be for a specific designated period of time, and an employee may return to work earlier than the specifically designated date for his return only with the consent of the Company.

ARTICLE XII - BEREAVEMENT LEAVE

Employees shall be entitled to paid bereavement leave as set forth in local addendum attached hereto.

ARTICLE XIII - SHOP STEWARDS

Section A.

Shop stewards shall be designated by the Union from the group he or she

is to represent, and the Union will notify the Company of the duly designated shop steward(s) at the Base.

Section B.

The shop stewards shall not interfere with the management of the business or direct any work of any employee, but may advise the Company of any violations of the Agreement and also notify the employee participating therein.

Section C.

Prior to leaving the work area, the shop steward will request permission from the supervisor. The shop steward will not leave the work area during rush hours.

Section D.

Shop stewards shall be entitled to top seniority at the Base to the fullest extent allowed by law.

Section E.

A telephone will be made available to the shop stewards for the purpose communicating with the Union. Such calls will be placed at no cost to the Company.

ARTICLE XIV - REST PERIODS

An employee who is scheduled to work for not less than four (4) continuous hours on a shift shall be entitled to one ten (10) minute unscheduled rest period during such shift.

ARTICLE XV - LAYOFFS AND RECALLS

In the event of a reduction of forces, the Company will give reasonable notice of layoff, under the circumstances, to the employees with the least seniority, and will recall employees in the reverse order, such recall to be by job classification.

ARTICLE XVI - WAGES

The schedule of effective wage rates and job classifications for employees is set forth in the applicable local Addendum attached hereto.

ARTICLE XVII - OVERTIME

Section A.

One and one-half (1 & 1/2) times the hourly rate of pay will be paid for all time worked in excess of forty (40) hours a week.

Section B.

When a regular employee is called to work within two (2) hours of starting time of his next regular shift, he will receive two (2) hours pay at the applicable rate.

Section C.

A regular employee who has completed his shift, has left the Company property and is thereafter called for work at any time prior to two (2) hours before his next shift, will be provided with four (4) hours of work or pay therefor at the applicable rate.

Section D.

When a regular employee works on his scheduled day or days off, he will be entitled to work for the average number of daily hours performed by said employee or pay therefor at the applicable rate unless he consents to less time. No employee shall be compelled to accept overtime work, except in cases of emergency or when necessary to comply with governmental directives.

Section E.

An employee whose overtime work period continues into his following work day, will continue to receive overtime rates for all overtime so worked. If such overtime work period continues so that its termination falls within eight (8) hours prior to his resumption of work in the succeeding work day, he will receive one and one-half (1 & 1/2) times his hourly rate of pay for all time worked during his next regular work shift. The Company may, however, direct an employee to report for work after receiving eight (8) hours rest and if such rest period extends into the employee's regular shift hours, he will receive no loss in his straight time base rate of pay.

Section F.

When an employee works more than eight (8) hours in any twenty-four (24) hour period due to a change in shift pursuant to his request, or in accordance with the regular rotation of employees, such employee shall receive only straight time for the second eight (8) hours or portion thereof worked during such twenty-four (24) hour period.

Section G.

When an employee works overtime beyond his shift, he will be entitled to a ten (10) minute rest period at the completion of his regular shift, and another such rest period at the completion of his tenth (10th) consecutive hour if he is required to work beyond ten (10) hours. On the same basis, similar rest periods will be provided after each additional two (2) hours worked, such periods will be scheduled as near to the appointed time as practicable, subject to requirements of the service.

Section H.

Overtime work will be distributed among the employees qualified to perform the work necessitating overtime within the appropriate crew or shift as equitably as practicable. Overtime lists will be made available to shop stewards on request. The Company will give as much notice of overtime as practicable.

Section I.

No overtime will be worked except by prior direction of the proper supervisory personnel of the Company, except in case of emergency and when prior authority cannot be obtained.

Section J.

For overtime purposes, a day is the twenty-four (24) hour period beginning with the starting time of the employee's regular work shift. No employee shall work more than sixteen (16) hours in any given day.

Section K.

Nothing herein shall be construed to require or permit the pyramiding of overtime or overtime pay.

ARTICLE XVIII - HEALTH AND WELFARE

The Company shall pay the Health and Welfare Benefits as set forth in the applicable local Addendum attached hereto, not to exceed eight (8) hours per day or forty (40) hours per week for each employee.

In executing this Agreement, the Company agrees to be bound by the terms and conditions of the Agreement and Declaration of Trust establishing the ITPE-Health and Welfare Fund and any amendment duly adopted thereto. The Company further agrees to be bound by all resolutions and other actions taken by the Board of Trustees of such Fund.

ARTICLE XIX - VACATIONS

Section A.

Employees shall be entitled to paid vacations as set forth in the applicable local Addendum attached hereto.

Section B.

Vacations will not be accumulated from year to year, nor taken back to back. If the Company consents, the employee may elect not to take his vacation, in which case he will receive pay in lieu thereof, on the anniversary date of his employment. The employee may take his vacation in more than one segment with the consent of the Company.

Section C.

An employee will receive an extra day's vacation or be paid an extra day's pay for a paid holiday which falls within his vacation period, in accordance with the provisions of Article XX - Holidays.

Section D.

Vacations will be granted at times most desired by employees in order of their seniority within their work shifts, but the final right as to allotment and scheduling of vacation periods is reserved to the Company in order to assure the orderly operation of its business. Except in cases of emergency, a vacation period once assigned will not be cancelled by the Company except with agreement of the employee.

Section E.

Temporary layoffs or leaves of absence during the year will not interrupt the continuity of service for the purpose of eligibility for vacation, and shall be counted toward the required year for each vacation period.

ARTICLE XX - HOLIDAYS

Section A.

Holidays, for which every employee will be compensated at the hourly base rate of pay, are set forth in the applicable local Addendum attached hereto. In computing the number of hours for which an employee is entitled to compensation, the proportion which the average number of hours worked by an employee during the preceding normal work week bears to forty (40) hours shall be applied to eight (8) hours to determine the number of paid hours said employee is entitled to receive. For example, if an employee worked thirty (30) hours during the normal work week preceding the holiday week, his holiday pay would be computed by $\frac{3}{4}$ ($\frac{30}{40}$) of eight (8) hours and multiplying the resulting six (6) hours by his hourly base rate of pay.

Section B.

Any work performed on a holiday will be paid at the employee's regular rate of pay in addition to the holiday pay. If any of the named holidays fall on a non-working day, the employees shall either observe the holiday on the following working day or shall receive pay for their average number of hours normally worked in lieu of the observance above their normal compensation for work performed.

Section C.

In the event that one of the holidays shall occur during the employee's vacation, the employee will receive an additional day of paid vacation, unless the employee and the Company agree that he may receive pay in lieu thereof.

cion D.

When the Company requires work on any shift on a holiday, the Company will first seek qualified volunteers for such work. If there are not enough volunteers for such work, the Company will select qualified employees to protect the work to be performed in reverse seniority; however, if too many volunteer, the Company will select qualified employees to protect the work in order of seniority.

Section E.

In order for an employee to qualify for a paid holiday, he must have worked his regularly scheduled work day immediately preceding the holiday and his regularly scheduled work day immediately following the holiday, unless excused by reason of illness, bereavement leave or other good cause.

ARTICLE XXI - SICK LEAVE

Sick leave will be paid as set forth in local addendum attached hereto.

ARTICLE XXII - PENSION

The Company shall pay pension benefits as set forth in the applicable local Addendum attached hereto, not to exceed eight (8) hours per day or forty (40) hours per week for each employee

In executing this Agreement, the Company agrees to be bound by the terms and conditions of the Agreement and Declaration of Trust establishing the ITPE-Pension Fund and any amendment duly adopted thereto. The Company further agrees to be bound by all resolutions and other actions taken by the Board of Trustees of such Fund.

ARTICLE XXIII - JURY DUTY

Jury Duty shall be paid as set forth in the applicable local Addendum attached hereto.

ARTICLE XXIV - UNIFORMS

Uniforms shall be furnished as set forth in the applicable local Addendum hereto.

ARTICLE XXV - INDIVIDUAL CONTRACTS

No employee shall be compelled or allowed to enter into any individual contract or agreement with the Company concerning the conditions of employment herein.

ARTICLE XXVI - NO STRIKE - NO LOCKOUT

Section A.

During the term of this Agreement, the Union shall not authorize, cause or engage in, sanction or assist in any work stoppage, strike or slow down of operations.

Section B.

During the term of this Agreement, the Company shall not cause, permit or engage in any lockout of its employees.

Section C.

The Company reserves the right to discharge or otherwise discipline any employee taking part in any violation of this provision of the Agreement.

ARTICLE XXVII - PICKET LINES

Refusal of an employee to cross a bona fide picket line established by a labor organization claiming to have a dispute with the Company and approved by the ITPE-AFL, CIO shall not be construed to be a breach of this Agreement.

ARTICLE XXVIII - EMPLOYEE INJURY

An employee injured during working hours shall receive the rest of the day off without loss of pay, provided that the injuries are such that a doctor orders the employee not to return to work.

ARTICLE XXIX - GOVERNMENT REQUIREMENTS

The Union agrees to cooperate with the Company in all matters required by the United States Government, and the Union recognizes that the terms and conditions of the Agreement are subject to certain sovereign priorities which the United States Government may exercise. The Union agrees that any actions taken by the Company pursuant to a requirement of the United States Government shall not constitute a breach of the Agreement. Nothing in this Agreement, however, shall be construed to prevent institution of any changes prior to discussion with the Union where the United States Government requires such changes.

ARTICLE XXX - GENERAL

Section A.

This Agreement, when accepted by the parties hereto and signed by the respective representatives thereunto duly authorized, shall constitute the sole agreement between them involving the employees covered by this reement. Any alteration or modification of this agreement must be made by d between the parties hereto and must be in writing.

tion B.

In the event any provision of this Agreement is declared invalid by any competent court or governmental agency on account of existing or future legislation, such invalidation shall not affect the remaining provisions of this Agreement.

Section C.

Any employee leaving the service of the Company will, upon request from the employee, be furnished with a letter setting forth the Company's record of his job classification, stating his length of service and beginning and ending rate of pay.

Section D.

Employees entering the service of the Company may be required to take a physical examination specified by the Company. Any time thereafter an employee may be subjected to further physical examinations during the course of his employment or recall to service after layoff or leave of absence.

Section E.

The Company shall provide bulletin board space for use by the Union.

tion F.

Company payroll records with respect to any employee in the unit whose pay is questioned will be provided upon request of the Union within a reasonable period of time, except for payroll records with respect to the current period with respect to such an employee, which may be examined by the Union upon request during business hours.

Section G.

In the event the Department of Labor determines that the wages and fringe benefits contained in this Agreement were not reached as a result of arms-length negotiation or are substantially at variance with those prevailing for services of a character similar in the locality, then such wages and benefits shall be rendered null and void. In such event, the Company shall be obligated to pay the wages and fringe benefits specified in the appropriate wage determination issued by the Department of Labor.

Section H.

Subject to the express limitations of this Agreement, the Company retains the sole and exclusive right in its discretion to manage its business, to hire, discharge for cause, layoff, assign, transfer, promote or demote employees, to determine the starting and quitting time, to establish or discontinue or change operations, productions, or work standards, or other rules, provided, however, that with respect to any action which results in a change in established work rules, existing hours of work or the size of the work force, the Company shall give prior notice to the Union before taking such action and shall afford the Union a reasonable

opportunity to negotiate

such matters. Nothing herein shall prevent individual employees, either one or with a Union representative, from consulting with Company representatives on problems relating to their individual work schedules.

ARTICLE XXXI - DURATION

Section A.

This agreement shall become effective Feb 1, 2001 and shall continue in full force and effect until Jan 31, 2003 and shall renew itself each successive Feb 1 thereafter unless written notice of an intended change is served in accordance with the Labor Management Relations Act, as amended, by either party hereto at least sixty (60) days but not more than ninety (90) days prior to the termination date of the contract.

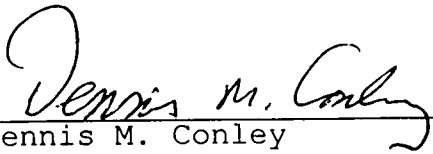
Section B.

For the purpose of negotiating changes in wages, group insurance contributions, sick leave, vacation and holidays, as well as changes in or the introduction of other fringe benefit programs, the parties shall meet on or about **January 1st** of each contract year. If the parties are unable to reach agreement by **sixty (60) days** of each year, either party may terminate this Agreement upon ten- (10) days written notice to the other party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement
this 1st day of February, 2001.

FOR THE UNION:

ITPEU, AFL-CIO



Dennis M. Conley
Representative

FOR THE COMPANY:

THE ORASA GROUP, Inc.



VANIDA JARIKATEPTHAVON
President